

SEBASTIAN COUNTY JUDGE

Purchasing Department

35 South 6th Street, Room 106

Fort Smith, Arkansas 72901

(479) 784-1502 Fax (479) 784-1550

NOTICE TO: Qualified Vendors

SUBJECT: Request for Proposal, SC-1907

Sebastian County is interested in receiving sealed proposals for furnishing the services specified in the attached Request for Proposals (RFP). Complete details, regarding services required by the County, and instructions for participating in the RFP process are included in the attached package.

Proposals must be received by the time and date indicated in the RFP. Proposals received after the time and date set for opening will not be considered.

If you are interested in submitting a proposal, please be sure that the requirements of the RFP are adhered to, since failure to meet the requirements could cause your proposal to be rejected.

Any questions regarding the RFP Invitation should be directed to the Purchasing Department in writing via email purchasing@co.sebastian.ar.us or mail 35 S 6th Street Room 106, Fort Smith, AR 72901.

Charity Gregory
Purchasing/Facilities Administrator
Sebastian County

Attachment: RFP

REQUEST FOR PROPOSALS

Sebastian County, Arkansas

COVER SHEET

SECTION I

RFP Number: SC-1907

Title: Sebastian County Armed Security Guards

Opening: DATE: May 25, 2019
TIME: 2:00 p.m. (CST)
PLACE: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

Mail Sealed Proposals to: Sebastian County Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

On Outside of Proposal Show:

- (1) Return Address
- (2) RFP Opening Date
- (3) RFP SC-1907 Sebastian County Armed Security Guards

Vendor must complete the following information:

Name of Vendor: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the Sebastian County Judge shall determine any and all questions or disputes which may arise concerning conformity to the specifications, conditions, and proposals; the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm, or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

From: _____ Signature: _____

Date: _____ Title: _____

PROPOSAL FORM

BID No. SC-1907

SECTION II

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the Sebastian County Judge shall determine any and all questions or disputes which may arise concerning conformity to the specifications, conditions, and proposals; the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

Proposal Amount 8 \$ _____

Tax: \$ _____

Total Bid: \$ _____

Written Amount: \$

Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.

Exceptions to specifications: NO _____ YES _____ (Attach itemized list)

From: _____ **Signature:** _____

Date: _____ **Title:** _____

General Conditions

1. Proposals must be received no later than the date and time set for the RFP opening. **Proposals shall be in a sealed envelope clearly marked with the RFP number on the outside or it will not be considered.** Telegraphic, fax, or email proposals sent directly to Sebastian County offices will not be considered. All proposals must be signed by an authorized officer of the Company.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance.
4. The responding Company shall perform according to the terms and conditions as stated herein and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties, will be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.
5. The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(s) submitting proposals.
6. The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Sebastian County, by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
7. The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of The County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.
8. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and

technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.

9. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
10. The Company shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
11. The Company agrees that Sebastian County or any of its duly authorized representatives shall, at any time during the term of this Contract, have access to and the right to audit and examine any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit or to take other corrective action as may be required.
12. The Company will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.
13. The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, exempt ordinary wear and tear.
14. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.
15. The Company will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If the Company business address is within Sebastian County, proof of payment of real and personal property taxes due in 2017 must be submitted with the proposal or it can be disqualified.
16. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.
17. All questions or requests for clarification shall be submitted in writing via email at purchasing@co.sebastian.ar.us or mail at 35 South 6th Street Room 106, Fort Smith, AR 72901, ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. Responses to questions may be handled as an addendum, if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

18. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and will be most advantageous to Sebastian County.

INTRODUCTION

Sebastian County (the County) issues this Request for Proposal (RFP) for armed security guards for the following locations:

- Sebastian County Courts Building, located at 901 South A, Fort Smith, AR – 2 positions, Monday – Friday 7:30 a.m. – 5:30 p.m.
- Fort Smith Courthouse, located at 35 South 6th Street, Fort Smith, AR – 2 positions, Monday – Friday 7:30 a.m. – 5:30 p.m.
- Greenwood Courthouse, located at 301 Hwy 10, Greenwood, AR – 2 positions, Monday – Friday 7:30 a.m. – 5:30 p.m.
- Phoenix Avenue East, 6515 Phoenix Avenue, Fort Smith, AR – 1 positions - Monday – Friday 7:30 a.m. – 5:30 p.m.

TERM

The required services are to commence not later than a date to be agreed upon by and between the County and the company selected to maintain security and, unless terminated sooner, shall continue in force for three (1) year, with auto renewal.

STANDARD OF PERFORMANCE

The Company shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP, and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. The County retains the absolute right to assess whether and when performance is subsequently acceptable.

TERMINATION AND ASSIGNMENT

The contract awarded in response to the Contract may be terminated by either party by giving the other not less than 30 days written notice of intent to terminate as of the date specified.

The Contract will not be assignable without prior written consent of both parties. An attempted assignment without such consent shall be void and of no effect.

PROPOSAL FORMAT

Each Company should submit a base proposal in the specified manner. The County prefers that the Company's response to this RFP be submitted in same Item (paragraph) sequence as proposal – using same Item (paragraph) Numbers for reference. The County requests that Companies submit one original and three (3) copies of their proposals.

PROPOSAL MATERIALS

Proposals shall be submitted on 8-1/2 x 11 inch paper. The proposal should follow the format laid out under Section II. Submissions should be limited to a maximum of twenty (20) pages. Binders, brochures, and materials not specified in the RFP are neither requested no desired. Please do not submit these with your proposal. If additional information is required, it will be requested by the County after the review of the proposals.

AWARD

The County reserves the right to reject any and all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and, in the sole judgment of Sebastian County, will be most advantageous to the County.

CONTRACT

The contents of the RFP will be incorporated into the final Contract documents. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(ies) submitting proposals.

COST FOR PROPOSAL PREPARATION

The County will not reimburse Company's cost incurred in the preparation and submission of proposals. All proposals shall become the property of the County upon submission. The County reserves the right to negotiate rates, terms and conditions from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of the County.

ACKNOWLEDGMENT OF AMENDMENTS

Companies must acknowledge receipt of amendment by letter, or FAX within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.

FURTHER INFORMATION

Companies are cautioned that the County is not obligated to ask for or accept after opening date, data that is essential for a complete and thorough evaluation of the proposal. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible.

PROPRIETARY INFORMATION

After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.

INSURANCE

All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance(s) must be provided to the County.

1. Workers Compensation, as required by the State of Arkansas.
2. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
3. Commercial Blanket Bond Coverage (theft/fraud by employees) in amounts specified under the contract for work at the facility prior to the signing of the contract.
4. Minimum shall be in the total amount of the contract.

INDEMNIFICATION

The Company hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge the County and any of its guards, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

PERMITS AND LICENSES

The Company will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described here in.

DAMAGE TO THE PREMISES

The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts or omissions for the Company's employees, agents, or guards, ordinary wear and tear expected.

CONTRACT ADMINISTRATOR

The contract administrator for all matters concerning this contract for the County will be Jeff Turner, Assistant County Administrator.

LAW ENFORCEMENT LIAISON

The law enforcement liaison for all matters concerning this contract for the County will be Major John Miller.

SCOPE OF SERVICES

The County is seeking proposals for a licensed and qualified security Company to provide on-site armed (commissioned) security guards. A security guard must be commissioned in order to carry a firearm and be at least 21 years of age.

The company shall provide the number of armed (commissioned) security guards to the locations as indicated below with the option to hire additional guards when requested. Scheduling and coverage shall be the sole responsibility of the contractor.

- Sebastian County Courts Building: Two (2) armed (commissioned) security guards. Monday through Friday 7:30 a.m. to 5:30 p.m.
- Fort Smith Courthouse: Two (2) armed (commissioned) security guards. Monday through Friday 7:30 a.m. to 5:30 p.m.
- Greenwood Courthouse: Two (2) armed (commissioned) security guards. Monday through Friday 7:30 a.m. to 5:30 p.m.
- Phoenix Avenue East: One (1) armed (commissioned) security guards. Monday through Friday 7:00 a.m. to 6:00 p.m.
-

The guards shall be attired in of the uniform consistent with the Contractor's guidelines. A pocket badge, ID card or insignia of some type shall be displayed on the blazer all times to identify the guard. Due to the constant contact with the public, the guards on duty will be required to maintain a neat and well-groomed

appearance at all times. The guard shall be supplied (by the County) with a hand held portable radio. All other equipment necessary shall be provided by the contractor or employee of said contractor

Prior to assignment, each guard will be required to have in his/her possession a pocket "Commission Card" issued by the Director of the Arkansas State Police, this certifying that the required statutory training and background check has been accomplished. The County reserves the right to run an ACIC report on any armed security guard assigned.

The company shall be responsible for all expenses incurred by furnishing the security guards, including by not limited to:

1. Wages
2. Social Security Taxes
3. Bond Premiums
4. State and Local Licenses
5. State Unemployment Taxes
6. Insurance
7. Employee Benefits
8. Report Forms
9. Uniforms
10. Equipment

TRAINING

The armed (commissioned) security guard assigned should satisfactorily have completed training in the following areas, which will be subject to verification:

1. Attitude, Appearance, and Conduct
2. Access Control (Pedestrian)
3. Employee and Public Relations
4. Legal Powers and Limitations
5. Search and Seizure
6. Report Writing
7. Firearms Safety
8. Legal limitations of firearm use
9. Marksmanship/range safety
10. CPR/First Aid
11. Patrolling
12. Basic Handcuffing
13. Weapons and safety
14. Sexual Harassment
15. Workplace Violence
16. Range qualification (recertification as required)
17. Bomb Threats

All personnel assigned to the County shall be trained and experienced in building security and in handling all ages of people.

Basic training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at their assigned facility.

PERSONNEL

- Must be able to communicate orally and read and write in English.
- Must not depart their assigned duty area(s) until they have been properly relieved. Under no circumstances shall any assigned duty area be left abandoned.

- Ensure unauthorized personnel are not permitted on the County grounds and facilities at any time.
- Any equipment provided by the County and in the use or possession of the armed (commissioned) security guards are to be used for business purposes only.
- The prospective armed (commissioned) security guard must be free of felony convictions (unless pardon was granted). Additionally, the guard cannot have committed acts which would result in revocation or suspension of a license issued by the Arkansas Board.

SPECIAL REQUIREMENTS

All resumes of Guards assigned to this contract must be sent to the County Law Enforcement Liaison for final approval. A roving supervisor or another company representative shall make an unscheduled on-site inspection of the guards at least two (2) times per month during their assignment; at this time the supervisor shall contact the contract administrator to discuss any concerns or lack of contract compliance. If a contract violation occurs, a company representative shall appear in person with-in two (2) hours of notification at the location affected and correct the violation/deficiency.

DUTIES

SEBASTIAN COUNTY COURTS BUILDING, FORT SMITH COURTHOUSE, GREENWOOD COURTHOUSE, AND PHOENIX OFFICE

- Ensure the security of Sebastian County Courts Building, its employees and clients.
- Each guard must be to their assigned work area at the times designated in the scope of work.
- Scheduling shall be the responsibility of the Company.
- In the event of absenteeism the Company will be required to immediately fill the position.

SCREEN AND INSPECTION AT THE SEBASTIAN COUNTY, FORT SMITH COURTHOUSE AND GREENWOOD COURTHOUSE

The purpose of screening and inspection procedures is to deter those who would take violent action against the Court or its participants. In addition these procedures will sustain the decorum of the court.

- Screening will be preferably conducted by a male and female armed (commissioned) security guard at one (1) entrance to each Courthouse, however this is not a requirement of the contract.
- The search/inspection is not being conducted for the purpose of gathering evidence for criminal prosecution. However, items discovered during the course of the security screening inspections may be admissible in a criminal prosecution. Because the security screening is an administrative search as a condition by which entry into the facility may be granted search as a condition by which entry into the facility may be gained, the person being searched is deemed to have consented to the search.
- The search/inspection will be limited and no more intrusive than necessary to protect against weapons and items of danger being brought inside the facility.
- Any person who refuses to be screened will be denied entry.
- Any person approaching the entry point electing to avoid the search by not entering the building, that person may do so and shall not be searched. However, he/she will then be asked to leave the building. If this request is refused, they shall be informed that if they persist on remaining, they will be detained and segregated. Contact local law enforcement at which time the person will be arrested for criminal trespass.
- During periods of high traffic, the guards must maintain flow and not allow a person to distract them from performing a complete and proper screening.
- When a person approaches the entry point, the guard at the screening station will first visually inspect the person for weapons or suspicious items that may be a threat.
- If the person does not have any immediate visible threats, he/she will be allowed to approach the entry point.
- Screening should be initially accomplished through the use of a walk-through magnetometer.

- Hand-held magnetometers should be used for closer inspections of a person during screening.
- Hand searching (frisking) may also be initiated if there is reason to believe that an individual may be armed. Hand searching will be conducted by a guard of the same gender.
- Before a person is screened by the Walk-Through Metal Detector, he/she must remove ALL personal items. The guard must visually inspect all of the items and then screen the items with the x-ray before allowing the items to enter the facility. This includes handbags, backpacks, briefcases, computers, baby carriages, strollers, wheelchairs and all other packages entering the building.
- Visual screening includes having the possessor open the carriage item and the guard looking into the carriage item for any noticeable prohibited items. The screening will be limited and no more intrusive than necessary to protect against weapons and items of danger being brought inside the facility.
- Detected prohibited items shall be immediately brought to the visitor's attention, and are to be confiscated and returned to the visitor upon exiting the building.
- If there is reasonable belief that a person is carrying a weapon and/or is an immediate threat, the guard shall detain the person immediately, segregate him/her and contact local law enforcement.
- If a person presents the guard with a medical card indicating that he/she possesses an implanted medical device, the person will not be screened by the walk through metal detector, however, will be screened by the hand held metal detector.
- Persons on crutches, in wheelchairs, on stretchers, with casts (such as a leg or an arm because of the ease of hiding contraband) or etc., shall be individually screened. Within reason and using the discretion of the guard conducting the screening or consent search should use the hand held metal detector and/or physical search.
- Guide dogs and the harnesses will be visually inspected and scanned with the hand held metal detector.

PROHIBITED ITEMS

Sharp Objects: Box cutters, ice picks, knives (excluding plastic or round bladed butter knives), meat cleavers, razor-type blades (box cutters, utility knives, razor blades, etc.), sabers, scissors (metal with pointed tips and blades longer than four inches, or swords).

Guns and Firearms: Ammunition, BB guns, compressed air guns, firearms, flare guns, flares, gun lighters, gun powder (including black powder and percussion caps), parts of guns and firearms, pellet guns, realistic replicas of firearms, or starter pistols.

Tools: Axes and hatchets, cattle prods, crowbars, hammers, drills (including cordless portable power drills), saws (including cordless portable power saws), screwdrivers (seven inches or less in length), or wrenches and pliers (seven inches or less in length).

Martial Arts/Self Defense Items: Billy clubs, black jacks, brass knuckles, kubatons, mace/pepper spray (one 118 ml or 4 fl. Oz. container of mace or pepper spray is permitted), martial arts weapons, night sticks, nunchakus, stun guns/shocking devices, or throwing stars.

Explosive Materials: Blasting caps, dynamite, fireworks, flares (in any form), hand grenades, plastic explosives, or realistic replicas of explosives.

Flammable Items: Aerosol (any except for personal care or toiletries in limited quantities), fuels (including cooking fuels and any flammable liquid fuel), gasoline, gas torches, light fluid, lighters, strike-anywhere matches, flammable paints, turpentine and paint thinner, or realistic replicas of incendiaries.

Disabling Chemicals and Other Dangerous Items: Chlorine for pools and spas, compressed gas cylinders (including fire extinguishers), small compressed gas cartridges, liquid bleach, spillable batteries (except those in wheelchairs), spray paint, tear gas, or vehicle airbags.

Other items: Illegal drugs.

LOGS AND REPORTS

- **Submission of Monthly Reports:** The Contractor shall submit with each monthly invoice a report describing the services rendered during the period including the charge for services rendered, the names, dates and hours worked by each security guard and an electronic report of each security guard's sign in/out time. A copy of the electronic guard monitoring report shall be attached with the Contractor's monthly invoice.
- **Written Incident Reports:** The Contractor shall prepare written incident reports. Incident reports shall include, but not limited to, discharge of firearms observed or reported by armed security guards or others, bodily injury, use of force by security guards or others, active involvement by fire, vehicle collision/incident report (involving Contractor's vehicles), paramedic and law enforcement authorities, vandalism, trespass, illegal gatherings, fights, burglaries, thefts, assaults, property damage, and observed violations of ordinances or statutes. This report shall contain any information that is immediately available to assist the County in identifying and locating the perpetrator and/or victim. The report shall be completed by the end of the shift in which the incident is first observed or reported and shall be submitted to the Law Enforcement Liaison on the next County business day, unless otherwise instructed by the Law Enforcement Liaison.
- **Oral Incident Reports:** The Contractor shall immediately submit to the Contract Administrator a detailed oral report of such incidents. The Contractor shall file a written report no later than the next County business day, or immediately if requested by the Law Enforcement Liaison.
- **Monthly Incident Summary:** The Contractor shall submit to the Law Enforcement Liaison by the fifth day of each calendar month of the Contract term commencing with the second month of the Contract term, a written report summarizing all incidents and their disposition for the previous month.
- **Complaint Log:** The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the Law Enforcement Liaison relating to complaints concerning appearance, attitude and work. The log shall contain the date of receipt of the complaint, nature of the complaint, time and action taken or reason for inaction. A copy of the written complaint and its resolutions shall be submitted to the Law Enforcement Liaison no later than five (5) working days from the Contractor's receipt of complaint. An updated copy of the complaint log shall be made available to the Law Enforcement Liaison by the first day of each month. Logs and reports relative to supervision, noting problems and/or violations and corrective actions, shall be made available to the Law Enforcement Liaison.

CODE COMPLIANCE

Company will abide by all State and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Company's operations while on Sebastian County Government property.

OFFICIAL COMPANY REPRESENTATIVE

The name, mailing address, and telephone number of the Company's authorized agent with authority to bind the firm with respect to questions concerning the Company's proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to the County must be signed by an authorized guard of the Company.

REFERENCES

In the proposal, each Company must provide a list of at least three (3) government and or commercial clients in which the Company has maintained armed security guards within the past two (2) years. The list shall include the company name, address, and contact person with telephone and fax numbers and a brief description of the contractual relationship.

CONTRACTS LOST

In the proposal, each Company must include a list of all accounts, which were canceled or not renewed during the past five (5) years and the reasons for cancellation or non-renewal. This list shall include the name and telephone number of the primary contact of each account.

ORGANIZATION

Company shall describe the organizational line of authority for management level personnel from the local to the highest corporate level.

STAFFING

Company shall provide trained and efficient armed security guards as requested. Company must also have adequately trained relief personnel available to substitute in the absence of regular employees.

REPLACEMENT

The County reserves the right to request replacement of any armed security guard for good cause as determined by the County, or for actions considered to be not in the best interest of the County. Such action will be taken only after consultation with Company representatives.

EMPLOYMENT POLICIES

Company employment policies shall meet the requirements of the Fair Labor Standard Act and all other regulations required by Federal or State Law.

Sebastian County is committed to Equal Opportunity. The Company must pledge to comply with Equal Opportunity Laws and agree that it will not discriminate against any employee or applicant for employment on the basis of political or religious opinions or affiliations, or because of age, race, sex, national origin, handicap, disability, sexual orientation, gender identity, genetic information, veteran status, or other non-merit factors. The Company must include in any and all subcontracts, a provision similar to above.

CONFORMANCE

Company Employees must strictly adhere to the rules, regulations, and policies of Sebastian County Government. Failure to comply with such rules, regulations, or policies will be grounds for immediate termination of the Contract, or other remedy available to Sebastian County under the law.

SEBASTIAN COUNTY MAY NOT CONTRACT WITH ANOTHER PARTY:

1. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the County upon 30 days written notice whenever there are no funded appropriations for the contract or a non-appropriation clause.
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. To indemnify, defend, or hold harmless any party for any liability and damages.
4. Upon default, to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To conduct litigation in a place other than Sebastian County, Arkansas
7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
8. To engage in arbitration or other alternate dispute resolution.

A PARTY WISHING TO CONTRACT WITH SEBASTIAN COUNTY SHOULD:

1. Remove any language from its contract which grants it any remedies other than:
 - a. The right to possession

- b. The right to accrued payments
 - c. The right to expenses of de-installation
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas law.
- 2. Include in its contract that the laws of the State of Arkansas govern the contract and the Contractor agrees to abide by all applicable State Laws and County Ordinances.
- 3. Acknowledge in its contract that contracts become effective when awarded by the County.
- 4. Include the non-appropriation clause.